

SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED UNDER THE LAWS THEREOF, WHICH LAWS SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OF LAW; PROVIDED, HOWEVER, THAT IF ANY OF THE PROVISIONS OF THIS LICENSE AGREEMENT WOULD NOT BE ENFORCEABLE UNDER THE LAWS OF THE STATE OF TEXAS, THEN SUCH PROVISIONS SHALL BE GOVERNED BY, AND INTERPRETED AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE LICENSED TERRITORY IS LOCATED (IF THE LICENSED TERRITORY CONTAINS PORTIONS OF MORE THAN ONE STATE OR THE DISTRICT OF COLUMBIA, THEN THE APPLICABLE LAW SHALL BE THAT OF THE STATE IN WHICH THE LARGEST PORTION OF THE LICENSED TERRITORY IS LOCATED).

B. No right or remedy conferred upon or reserved to Licensor or Licensee by this License Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

C. Nothing herein contained shall bar Licensor's right to apply for injunctive relief against threatened conduct that will cause it loss or damages, under applicable equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

XIX. ACKNOWLEDGMENTS

A. Licensee acknowledges that it is currently engaged in the Cellular Telephone Service business and that such business involves substantial investment and risks and that its success is largely dependent upon the ability of Licensee's management and technical personnel. Licensor expressly disclaims the making of, and Licensee acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success resulting from the utilization of the Marks by Licensee in its Cellular Telephone Service business.

B. Licensee acknowledges that it received a copy of the complete Cellular One License Agreement and the attachments thereto at least five (5) business days prior to the date on which this License Agreement is signed by Licensee. Licensee further acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures" at least ten (10) business days prior to the date on which this License Agreement is signed by Licensee.

C. Licensee acknowledges that it has read and understood this License Agreement and the attachments hereto, and that Licensor has accorded Licensee ample time and opportunity to

consult with advisors of Licensee's own choosing about the potential benefits and risks of entering into this License Agreement on the effective date set forth below. .

IN WITNESS WHEREOF, the parties hereto have duly executed this License Agreement on the day and year first above written.

ATTEST:

CELLULAR ONE GROUP

By: _____

Title: _____

Effective Date: _____

Primary Contact in Ordinary
Course of Business:
Executive Director

ATTEST:

Paul A. Loh

LICENSEE: Ellis Thompson Corporation

By: Ellis Thompson

Title: President

Date of Signature: February 2, 1993

Primary Contact in Ordinary
Course of Business:

David N. Watson

c/o Comcast Cellular Communications, Inc.

Address for Notice Purposes:

David Lokring, Esq.

Stoll, Stoll, Berne & Loktin

209 SW Oak Street, Suite 500

Portland, OR 97204

with copies to:

David N. Watson
480 East Swedesford Road
Wayne, PA 19087

and

Comcast Corporation
1234 Market Street, 16th Floor
Philadelphia, PA 19107
Attn: Legal Department

EXHIBIT A

Cellular One License Agreement

The Mark(s) currently designated by the Licensor for use hereunder are as follows:

<u>Mark</u>	<u>Registration or Serial Number</u>
Cellular One (shown below)	74/223493

CELLULARONE

EXHIBIT B

Cellular One License Agreement

Licensed Territory

The Market(s) covered by the License Agreement is/are the following:

Market Name	MSA/RSA	FCC Market No.	Recent Population
Atlantic City, NJ	MSA	134	316,821
		Total Population	316,821

EXHIBIT C

Cellular One License Agreement

Survey Methodology

The methodology currently being employed by the Licensor and its designated Survey Company will be a telephone survey conducted from random probability samples of cellular customers provided by the Licensee.

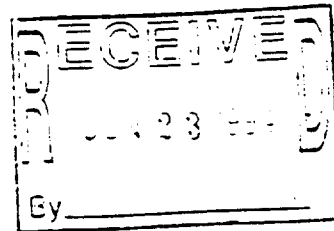
Survey samples will be provided to the Survey Company in magnetic tape or disk medium in a common format as specified by the Partnership. (If the Licensee is unable to comply, a half-size, high income probability sample will be ordered at the Licensee's expense).

A random probability sample will be required of the Licensee, sufficient in number for economic completion of the satisfaction survey. The size of the completed samples will be between approximately 50 and 200 depending on the size of the market being surveyed.

CELLULARONE



Sales and Service Center
Shore Mall
6727 Blackhorse Pike
Pleasantville, New Jersey 08232
(800) 678-2351
FAX (609) 646-6739



June 22, 1994

Mr. David Lokting
Stoll, Stoll, Berne & Lokting
209 SW Oak Street
Suite 500
Portland, OR 97204

Dear David:

Enclosed is a second copy of the correspondence that I sent to the gentleman who inquired about the possibility of reselling in the Atlantic City market. As I mentioned to you today, he has asked for a proposed rate structure from Mr. Thompson in order to provide this service. I have enclosed a draft schedule of reseller pricing for Mr. Thompson's review.

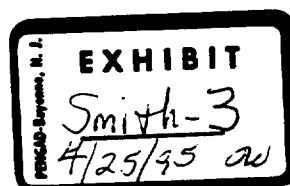
I would ask that you review this schedule with Mr. Thompson and provide me with your comments. I will not send anything more to Mr. Wroblewski until I hear from you.

As always, thank you in advance for your assistance.

Sincerely,

John T. Moerman
General Manager

cc: Anna Hillman - Comcast Cellular Communications, Inc.
Jeff Smith - Comcast Cellular Communications, Inc.



AM 143952

Reseller Agreement
Pricing Schedule

DRAFT

A. ACCESS

per number, per month; billed in advance and prorated
(minimum of 25 numbers)

\$12.00

B. AIRTIME USAGE RATE (Per Minute)

PEAK (7 A.M. to 9 P.M., Monday through Friday)

	<u>Local Area</u>	<u>Extended Local Area *</u>
PEAK (7 A.M. to 9 P.M., Monday through Friday)	\$0.28	\$0.55
OFF-PEAK (9 P.M. to 7 A.M., Monday through Friday, all day Saturday, Sunday & Holidays: New Year's Day, July 4th, Labor Day, Thanksgiving and Christmas)	\$0.12	\$0.35

INCOMPLETE CALL (busy signal or ring no answer
after initial 30 second interval)

prevailing rate per minute

C. SERVICE CHARGES

1. For activating or deactivating an access number,
cancelling an order, or service reconnection

\$15.00

2. For any changes in service (i.e. ESN, add feature
following initial activation)

\$15.00

E. TOLL CHARGES

Rates are billed at the prevailing rate and include toll
charges on roamer service.

F. BILLING TAPE CHARGE

(magnetic tape)

\$50.00 per tape

G. VOICE MAIL

\$3.00

H. NORTH AMERICAN CELLULAR NETWORK

(provides automatic call delivery in selected U.S.
markets)

\$2.00

I. ROAMER SERVICE

all markets (plus a \$0.10 per minute roamer
processing charge)

<u>Daily Access Rate</u>	<u>Rate Per Minute</u>
\$3.00	\$0.99

* Extended local area defined as CGSA's of Allentown/Reading, Philadelphia, Wilmington, Dover, Ocean,
Mercer and Cumberland Counties, NJ

ALL PRICING IS SUBJECT TO CHANGE WITH 30 DAYS NOTICE

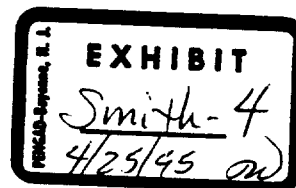
AM 143953

INTERCARRIER ROAMER SERVICE AGREEMENT

THIS AGREEMENT dated as of the 28th day of October, 1992, by and between Ellis Thompson Corporation, sometimes referred to as "ETC" and Ten Woodland Road Corp., sometimes referred to as "TN9", on behalf of those general and limited partnerships, (if any) set forth in Appendix I, attached hereto and hereby incorporated herein. The partnerships listed in Appendix I as the "ETC Licensees and Permittees" are herein referred to as the "ETC Parties," the partnerships listed in Appendix I as the "TN9 Licensees and Permittees" are herein referred to as the "TN9 Parties," or individually as an "ETC Party" or a(n) "TN9 Party," respectively; ETC, TN9, the ETC Parties and the TN9 Parties are collectively referred to as the "Parties" and individually as a "Party".

RECITAL

WHEREAS, the Parties desire to make arrangements to facilitate the provision of cellular service to Roamers in accordance with the "General Terms and Conditions for Roaming," attached hereto as Appendix II, and "Operating Procedures," attached hereto as Appendix III (Appendix II and Appendix III are hereby incorporated herein and such Appendices and all attachments hereto are referred to herein as the "General Terms"), for as long as is practicable.



MUTUAL AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein set forth and intending to be legally bound hereby, the Parties do hereby agree as follows:

1. Under the conditions set forth herein, to be bound by the General Terms attached hereto, as they may be properly amended from time to time.

2. The Home Carrier shall be liable to the Serving Carrier in accordance with Paragraph 2.1 of Appendix II for all of the service and pass-through charges for all calls chargeable to the Home Carrier's customers (including the customers of its resellers) and invoiced by the Serving Carrier to the Home Carrier as specified in Appendix III. "Home Carrier" and "Serving Carrier" are defined in Appendix II.

3. In the event that roaming becomes technically or administratively impracticable on any Party's system(s) or if an unacceptable level of unauthorized use occurs, either Party may suspend this Agreement, pursuant to Paragraph 4.2 and Section VI of Appendix II by written notice to the other and, in such event, the Home Carrier will notify its customers no later than the next bill of the suspension of service. In the event that such notice is required, the Home Carrier shall consult with the Serving Carrier regarding the content of such notice and incorporate all reasonable suggestions made by the Serving Carrier with respect to such notice. In addition, the Serving Carrier, when communicating with the customers of the Home Carrier, will use an explanation for the suspension of service mutually agreed upon by the Parties.

In the specific event that the impracticability of service is caused by the testing or commercial service of a carrier other than the Serving Carrier operating in the area served by the Serving Carrier and where the Serving Carrier is not, in any respect, responsible for the impracticability, the Home Carrier may include with its notice to its customers the following statement:

*NOTICE

Previously you have been able to obtain service as a roamer in [Serving Carrier's Service Area Affected] on [Serving Carrier's] system. Presently, you may experience difficulty in using your service in [Serving Carrier's Service Area Affected]. This is because [interfering carrier] is now [testing/operating] its cellular system in [Serving Carrier's Service Area Affected], and the difficulty is not the fault of [Serving Carrier]."

4. The notices referred to in Paragraph 10.1 of Appendix II should be sent to:

A. ELLIS THOMPSON CORPORATION
Attn: Pamela Petrine
480 East Swedesford Road
Wayne, PA 19087 - 1867

and

B. Ten Woodland Road Corp.
1262 Old Hillstone Rd.
Franklin, TN 37064

Notices given pursuant to Articles VI and VII of Appendix II should be sent to:

A. ELLIS THOMPSON CORPORATION
Attn: Pamela Petrine
480 East Swedesford Road
Wayne, PA 19087 - 1867

B. Ten Woodland Road Corp.
1263 Old Hillsboro Rd.
Franklin, TN 37064

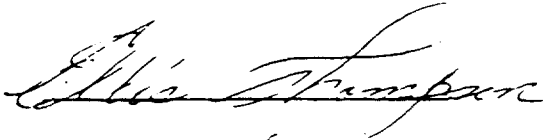
5. ETC and TN 9 each hereby represent and warrant that (a) they have been authorized by the ETC Parties and the TN 9 Parties, respectively, to enter into this Agreement on such Party's behalf and (b) each of the ETC Parties and each of the TN 9 Parties, respectively, is a Licensee or Permittee of the Domestic Public Cellular Radio Telecommunications System(s) and Station(s) shown on the attached Appendix I serving the area(s) referred to therein. ETC or TN 9 may from time to time hereafter seek to amend Appendix I of this Agreement to add and or delete a Licensee or Permittee of a Domestic Public Cellular Radio Telecommunication System(s) and Station(s) as an ETC Party or a(n) TN 9 Party, respectively, to this Agreement, upon written notice to the other and with the consent of the other (which consent shall not be unreasonably withheld), in which event this Agreement shall become effective between such additional party or parties and all the existing Parties hereto, less any such deleted party or parties, as of the date set forth in an agreed upon amended Appendix I.

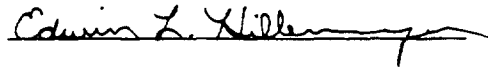
6. In the event that at least one of the Parties is a non-United States Cellular Carrier, then Appendix IV (Foreign Cellular Carrier) shall be attached hereto and made a part of this Agreement

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

ETC

[B] IN 9





Date: Dec. 3, 1992

Date: 10-28-92

By: - Ellis Thompson ~~XXXX~~

By: Edwin L. Hillemeier

Title: President
- Ellis Thompson Corporation

Title: Rooming Administrator

nc.

1/21/92

STANDARD COMMUNICATIONS SITE LEASE AGREEMENT

THIS LEASE AGREEMENT made as of this 10th day of Feb 1992
by and between John & Betty Mannis, a New Jersey husband & wife
with its principal place of business at 155 Old New York Rd, Oceanville
New Jersey 08231

("LESSOR")

and

ELLIS THOMPSON CORPORATION, or its nominee, an Oregon
corporation, with its principal place of business at 5406 North
Missouri Avenue, Portland, Oregon 97217

("LESSEE")

W I T N E S S E T H

WHEREAS:

A. Lessor is the owner in fee simple of certain real
property located in the Municipality of Galloway, County of
Atlantic and State of New Jersey (or is a holder of a ground
lease, a true copy of which is attached hereto respecting such
real property) as more particularly described on Exhibit A,
attached hereto and made a part hereof (the "Property"); and

B. Lessee desires to lease a portion of the Property from
Lessor and to construct thereon a communications tower, shelter
building, and appurtenant improvements; and

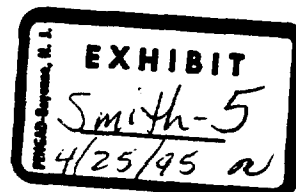
C. Lessor and Lessee desire to enter into this Lease upon
the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and
agreements herein contained, and for other good and valuable
consideration the receipt whereof is hereby acknowledged, the
parties hereto agree as follows:

1. DEMISE

1.1 Lessor hereby leases to Lessee and Lessee hereby leases
from Lessor that portion of the Property more particularly
described on Exhibit B (the "Premises" or the "Demised Premises")
attached hereto and made a part hereof, upon the terms and
conditions herein contained.

1.2 Lessee shall have the right at its own cost and expense
to survey the Premises. If such survey reveals any discrepancies
with Exhibit B, the survey shall control and this Lease shall be



AM 139707

amended accordingly.

1.3 Lessor hereby grants to Lessee a non-exclusive easement during the term of this Lease for ingress and egress to the Premises upon and across the roads and drives located or to be located upon the Property and the adjacent properties, if any, of Lessor for the movement of men, machinery, vehicles and equipment for the purpose of constructing, operating, repairing and maintaining the Improvements (as hereinafter defined) ~~including the guy wires which may be appurtenant to the Tower.~~ Such access for operation, repair and maintenance shall be on a 24-hour a day, 365 days a year basis. Lessee shall also have a non-exclusive right to temporarily use any parking spaces on the Property which are nearby the Premises.

1.4 During the term of this Lease, Lessee shall also have the right to use the Property and the adjacent properties of Lessor, if any, for providing electric, telephone, water, sewer and other utility services to the Premises, all of which services are to be connected, installed and maintained at Lessee's sole cost and expense. Lessor hereby agrees to execute and deliver whatever easements may be necessary to the utility companies providing such service.

2. TERM AND RENEWALS

2.1 The term of this Lease shall be for five (5) years. The term shall commence on the first day of the calendar month following commencement of construction by Lessee of the Improvements (as hereinafter defined) or on the first day of June, 1992, whichever date first occurs, subject to the provisions of paragraph 5, below.

2.2 Lessee shall have the option to renew the term for three (3) additional five (5) year terms, upon the same terms and conditions set forth herein, except for the adjustment to rental which is described in paragraph 3.2 below. This Lease shall automatically be renewed for each successive renewal term, unless Lessee shall notify Lessor of Lessee's intent not to renew this Lease no later than ninety (90) days prior to the expiration of the then current term. Absent such notice by Lessee, the term shall automatically renew without the necessity of any notice.

3. RENTAL

3.1 The annual base rental for the term shall be the sum of ~~Six Thousand (\$6,000.00)~~ Dollars.
 (Twelve \$12,000 —)

3.2 The annual base rental for each year of the renewal term shall be equal to the annual base rental payable hereunder during the immediately preceding term increased by the percentage increase which occurred in the Index between the first and last

months of such preceding term. The Index shall be the Consumer Price Index (All Items) for the Philadelphia Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the original or any renewal term, such other government index of computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

3.3 All rental payments for the original term and renewal terms shall be made in equal monthly installments, in advance, on the first day of each calendar month.

3.4 As additional rent, Lessee shall pay to Lessor any and all increases in real estate taxes with respect to the Property which are directly attributable to the Improvements placed on the Property by Lessee. As a condition precedent to its right to receive such payment, Lessor agrees to promptly furnish proof of any such increases to Lessee including true copies of the real property tax bills rendered to Lessor. Lessee shall have the right to appeal any such taxes in its own name or that of Lessor.

4. USE

4.1 Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility together with uses incidental thereto, all in accordance with applicable laws.

4.2 Lessee may construct on the Premises at its sole cost and expense a communications tower with cellular antennas and microwave dishes thereon and appurtenances (the "Tower"), a building and appurtenant facilities ("the Building"), signs, and perimeter chain link or similar security fence, all in accordance with applicable laws. All of the foregoing are sometimes herein collectively referred to as the "Improvements". Lessee shall be solely responsible for obtaining all Federal, State, County and Municipal approvals, licenses, resolutions, variances, zoning permits, certificates, and such other permits (collectively the "Permits") as are necessary to construct, operate and maintain the Improvements.

4.3 Lessee shall, at its own expense, maintain the Improvements in a safe condition, in good order and repair.

5. CONTINGENCIES FOR THE BENEFIT OF LESSEE

5.1 Commencement of the term of this Lease is conditioned and contingent upon Lessee's obtaining all Permits after the execution of this Lease, as well as, but not limited to, satisfactory soil boring and engineering tests, which will permit Lessee to use the Premises and Tower as above described. Lessor

hereby grants Lessee permission to commence such tests. Such permission shall be effective upon the execution of this instrument, and does not constitute commencement of construction.

5.2 Lessor shall fully cooperate with Lessee in its effort to obtain the Permits and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee. The costs shall be borne by Lessee exclusive of the time spent by Lessor in assisting with this process. In the event that any of the applications for the Permits shall be finally rejected or denied or the soil boring or engineering tests are found to be unsatisfactory such that Lessee determines in its sole discretion that the Premises are unusable for their intended purposes, then Lessee shall have the right to terminate this Lease upon notice to Lessor whereupon there shall be no further liability to either party, except that any prepaid rentals shall be immediately returned to Lessee.

5.3 Prior to the commencement of the term, Lessee shall have the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of Lessee's choice. If in the opinion of Lessee, such title report shows any defects of title or any liens or encumbrances which would adversely affect Lessee's use of the Premises or Lessee's ability to obtain leasehold financing, Lessee shall have the right to cancel this Lease upon written notice to Lessor, whereupon there shall be no further liability to either party except that any prepaid rentals shall be immediately returned to Lessee.

6. TAXES

6.1 Lessor shall pay all real property taxes assessed upon the Property.

6.2 Lessee shall pay all personal property taxes assessed upon the Improvements as well as any increase in real property taxes as described in paragraph 3.4, above.

7. INSURANCE

7.1 Lessee shall obtain and keep in effect throughout all periods this Lease is in effect, including any extension or renewal thereof, an insurance policy or policies, providing general public liability insurance against claims for personal injury (including death) and property damage in a blanket amount of not less than \$3,000,000 per occurrence. Lessee shall also maintain fire and extended coverage insurance on the Building.

7.2 At the request of Lessor, Lessor shall be named as an additional insured on said liability policy and, if requested by Lessor, but not more than annually, Lessee shall provide to Lessor evidence that such insurance is in effect.

7.3 Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in an "All Risk" insurance policy with an extended coverage endorsement, and in the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other.

8. REPAIR AND MAINTENANCE

8.1 Lessor shall keep and maintain the Property in good order and repair. Lessor shall be responsible for snow and ice removal from the Property so as to permit vehicular access to the Premises.

8.2 Lessee shall keep and maintain the Premises and the Improvements in good order and repair.

9. UTILITIES

9.1 Lessee shall be responsible at its sole cost and expense for bringing utilities to the Building and causing an electric meter to be installed.

9.2 Lessee shall pay for all utility services used at the Premises as well as for the power needed to operate the Improvements.

10. REMOVAL OF IMPROVEMENTS; SURRENDER

10.1 It is expressly acknowledged and agreed that the Tower and Building are and shall remain the personal property of Lessee, removable and replaceable at any time and from time to time by Lessee, notwithstanding any physical annexation thereof to the land.

10.2 At the expiration or termination of the original five year term (if the option to renew is not exercised) or upon termination hereof during or after any renewal term, the Lessee shall remove the Tower and the Building from the Property, and restore the same to its original condition, reasonable wear and tear excepted. If the time for removal and restoration causes Lessee to remain on the Property after termination of this Lease, Lessee shall be deemed to be a month to month tenant and shall pay rent at the then existing monthly rate, until such time as the removal of the Tower and Building are completed.

11. QUIET ENJOYMENT

11.1 Lessor covenants, represents and agrees that the Lessor is the owner of the Property (or, if applicable, the ground lessee's interest in the ground lease) free and clear of

all liens and encumbrances, except as described on Exhibit C, attached hereto and made a part hereof, and has the full right, power and authority to enter into, execute and deliver this Lease. Further, if applicable, the undersigned individuals represent that they are corporate officers or partners of the Lessor, as applicable and have the right, power, and authority to bind the Lessor.

11.2 Lessor covenants and agrees that the Lessee, on paying the rent and performing the conditions and covenants herein, shall and may peaceably and quietly have, hold and enjoy the Premises and the rights herein granted for the term hereof, and during any extension or renewal thereof.

12. MANAGEMENT OF SITE ENGINEERING

12.1 Lessor agrees to eliminate, without cost to Lessee any interference to Lessee's operation caused by Lessor or anyone holding under Lessor in a timely manner after oral notice thereof. If such interference cannot be eliminated within a reasonable length of time, after oral notice thereof, Lessor shall cease or shall require the party causing the interference to cease using the equipment which is causing the interference except for short tests necessary for the elimination of the interference.

12.2 Lessee agrees not to interfere with radio transmission or reception equipment properly located on the Property owned by Lessor of which the Demised Premises forms a part, provided that such equipment is actually in place as of the date of this Lease. If Lessee should cause such measurable interference, Lessee shall eliminate it in a timely manner. Lessor agrees to include the provisions of this paragraph 12.2 in all future leases for users of the Tower.

12.3 Lessor agrees not to erect any structure within or on the Property owned by Lessor of which the Demised Premises forms a part of which will interfere with the operation of the Improvements.

12.4 If the interference with Lessee's operation can not be resolved, Lessee shall have all rights at law or in equity, including, but not limited to the right to terminate this Lease upon thirty (30) days notice to Lessor.

13. COMPLIANCE WITH LAWS

13.1 Lessee covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Improvements, and its use thereof including but not limited to those of the Federal Communications Commission ("FCC"), the New Jersey Department of Environmental Protection

("DEP") and the United States Environmental Protection Agency ("EPA").

13.2 Lessor covenants and agrees to comply with all applicable governmental laws, rules, regulations and orders respecting the Property, including, but not limited to those of the DEP and the EPA. Lessor represents that the Property is presently in compliance with all such laws, rules, regulations and orders.

13.3 Lessor and Lessee hereby covenant and agree to indemnify and save the other harmless from and against any and all loss and damage that it may suffer or sustain as a result of a breach of the covenants or representations set forth in this Article 13.

14. INDEMNIFICATION

14.1 Lessee hereby agrees to indemnify and hold Lessor harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Premises and the Tower by the Lessee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Improvements by Lessee and such persons acting on its behalf excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of the Lessor, or its servants, agents or invitees.

14.2 Lessor hereby agrees to indemnify and hold Lessee harmless from and against any claim or liability or loss from personal injury or property damage resulting from or arising out of the use of the Property (excluding the Premises) and, if applicable, the Tower, by the Lessor, its servants, agents or invitees, and such persons acting on its behalf, excepting, however, such claims, liabilities or damages as may be due to or caused by the acts of the Lessee, or its servants, agents or invitees.

15. DEFAULT

15.1 If Lessee defaults in the payment of base rent, or any additional rent, or defaults in the performance of any other covenants or conditions herein contained, Lessor may give notice of such default, and if Lessee does not cure any rent default within thirty (30) days of such notice or within sixty (60) days of such notice of non-monetary default (or if such nonmonetary default is of such nature that it cannot be completely cured within sixty (60) days, if Lessee does not commence remedial action within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than fifteen (15) days notice to Lessee, and on the date specified in said

notice, Lessee's right to possession of the Premises shall cease, and Lessee shall quit and surrender the Premises to Lessor and this Lease shall terminate as of such termination date, subject, however, to Lessee's right to remove the Tower and Building as provided in paragraph 10, above.

15.2 Lessor shall also have any and all other rights and remedies as may be provided in law or equity in the event Lessee defaults hereunder and fails to cure such default within the applicable grace period provided for in paragraph 15.1.

15.3 In the event Lessor defaults in any of its covenants and obligations hereunder, Lessee shall provide Lessor with notice thereof, and Lessor shall have a reasonable time under the circumstances to cure such default. If Lessor fails to cure such default, Lessee shall have any and all rights and remedies available to it as may be provided in law or equity.

16. TERMINATION BY LESSEE

This Lease may be terminated by Lessee without any penalty or further liability, upon ninety (90) days written notice to Lessor upon the occurrence of any of the following: (a) Lessee is unable to maintain any Permit as described in paragraph 4.2; or (b) the Property, the Tower or the Premises is or becomes unacceptable under the Lessee's design or engineering specifications for Lessee's tower facilities or communications systems; or (c) Lessee determines that the Premises are not appropriate for Lessee's operations for economic reasons; or (d) Lessee's license to operate is revoked, removed or suspended; or (e) the Improvements, the Tower, or any material portion thereof are destroyed by fire or other casualty.

17. CONDEMNATION

If a condemning authority takes all of the Premises or the Property, or a portion sufficient in Lessee's determination, to render the Premises or Tower unsuitable for the use which Lessee was then making thereof, this Lease shall terminate and be of no further force or effect as of the date the title vests in the condemning authority. The parties shall be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Premises. Sale of all or part of the Property to a purchaser with the power of eminent domain under the threat of condemnation shall be treated as a taking by condemnation under this Article.

18. ASSIGNMENT

18.1 Lessor may assign this Lease upon written notice to Lessee and said assignee will be responsible to Lessee for the performance of all the terms and conditions of this Lease.

18.2 Lessor agrees that Lessee may assign all rights, benefits, duties and obligations under this Lease by giving Lessor written notice. If such assignment is made, Lessee shall be relieved of all future liabilities hereunder and Lessor shall look solely to such assignee for the performance of this Lease after assignment.

18.3 Lessee shall have the right to grant licenses to others to use the Improvements and to use and enjoy the rights and easements herein granted to Lessee.

19. RIGHTS OF FIRST NEGOTIATION AND REFUSAL

19.1 Lessor hereby grants to Lessee a right of first negotiation and a right of first refusal during the term of this Lease or any renewal or extension thereof in accordance with the terms set forth below.

19.2 In the event that Lessor determines to market the Property, or any larger parcel of which the Property is an undivided part (either being hereinafter referred to the "Parcel") for sale, it shall first give notice thereof to Lessee and give to Lessee the right and opportunity to purchase the Parcel, on terms substantially the same as Lessor intends to offer the Parcel, which terms shall be specified in the notice. If Lessee does not agree to purchase the Parcel on such terms within thirty (30) days of receipt of such notice, then Lessor shall be free to market the Parcel.

19.3 If thereafter Lessor receives a bona fide offer from a third party to purchase the Parcel which Lessor intends to accept, it shall give notice of the terms and conditions of such offer to Lessee. Lessee shall then have fifteen (15) days after receipt of such notice to elect to purchase the Parcel upon the same terms and conditions as Lessor intends to accept. Should Lessee decline to purchase the Parcel or fail to respond to Lessor's notice, Lessor shall be free to consummate the sale upon the noticed terms and conditions; provided, however, that if a sale upon such terms and conditions is not consummated through passing of title within ninety (90) days after Lessor's notice to Lessee, or if any of the terms and conditions of the actual contract of sale are materially different from those set forth in the noticed offer, then this right of first refusal shall revive.

20. MEMORANDUM OF LEASE

Upon request, Lessor agrees to execute a memorandum of this Lease in recordable form which Lessee may record in the recording office of the County in which the Property is located.

21.7 Waiver. No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty.

21.8 Heirs, Successors. This Lease shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors in interest, successors in title and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written.

Witness or Attest:

Lessor:

David Guillen

By: [Signature]
Elizabeth Morris

ELLIS THOMPSON CORPORATION
Lessee

By: [Signature]
Pres.

21. MISCELLANEOUS

21.1 Entire Agreement. This Lease contains all agreements, promises and understandings between the Lessor and Lessee. No verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

21.2 Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

21.3 Notices. All notices hereunder, in order to be effective, must be in writing, and shall be given by either certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To Lessor: At the address set forth on the front page of this Lease.

To Lessee: At the address set forth on the first page of this Lease.

with a copy to: Comcast Corporation
1234 Market Street
Philadelphia, PA 19107-3723

Attention: General Counsel

21.4 Lien. Lessor hereby waives any statutory landlord's lien that it may have respecting the Improvements.

21.5 Estoppel. Either party shall, from time to time, on not less than ten (10) days' prior written request by the other, execute, acknowledge and deliver a written statement certifying that this Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which rentals have been paid; and whether or not to the best knowledge of the party delivering the estoppel the other party is in default hereunder, and if so, specifying the nature of the default. It is intended that any such statement may be relied upon by the requesting party's prospective purchaser, mortgagee, subtenant or assignee.

21.6 Legal Fees. The prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorney's fees and court costs, including appeals, if any.